

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

**BARKAN WIRELESS IP HOLDINGS,
L.P.,**

Plaintiff,

v.

**SPRINT COMMUNICATIONS CO., L.P.,
SPRINT SOLUTIONS, INC., and SPRINT
SPECTRUM L.P.,**

Defendants.

Civil Action No. 2:19-cv-00336-JRG

JURY TRIAL DEMANDED

JOINT NOTICE OF AGREEMENTS REACHED

Pursuant to the Court's Second Amended Docket Control Order entered on January 12, 2021 (Dkt. 218), Plaintiff Barkan Wireless IP Holdings, L.P. ("Barkan") and Defendants Sprint Communications Co. L.P., Sprint Solutions, Inc., and Sprint Spectrum L.P. ("Sprint") hereby jointly provide notice to the Court of certain agreements reached during meet and confers on pre-trial issues. The parties have reached the following agreements:

Barkan's Opposed MILs (Dkt. 226):

For Barkan's MIL No. 1, the parties resolved their dispute for the relief requested. The parties agree that neither party will refer to Barkan or the Patents-in-Suit in disparaging ways, including as, for example, a "patent troll," "pirate," "bounty hunter," "privateer," "paper patent," "submarine patent," "torpedo," "playing the lawsuit lottery," "corporate shell," or a "litigation shell." This agreement is not intended to preclude either party from referring to Barkan as a "non-practicing entity" or "patent assertion entity." Nor is this agreement intended to preclude non-disparaging evidence, testimony, or arguments that Barkan does not manufacture or sell products.

For Barkan's MIL No. 2, the parties resolved their dispute for the relief requested. Any references, evidence, testimony (including expert testimony), arguments regarding, or inquiries attempting to elicit testimony regarding, the existence of prior claims, causes of action, or defenses by Barkan against Sprint or by Sprint against Barkan that have been dismissed, abandoned, or dropped, including the fact that such claims, causes of action, or defenses were previously asserted but have been dismissed, abandoned, or dropped are precluded. This agreement is not intended to preclude either party from offering evidence, testimony, or arguments relating to the CommScope settlement, and the products covered thereunder, should the Court find it admissible.

For Barkan's MIL No. 5, the parties resolved their dispute for the relief requested. Any references, evidence, testimony (including expert testimony), arguments regarding, or inquires attempting to elicit testimony that the Accused Products do not infringe merely because they practice the prior art are precluded. This agreement is not intended to preclude either party from offering evidence, testimony, or arguments that the other party is taking inconsistent infringement and invalidity positions.

For Barkan's MIL No. 8, the parties resolved their dispute for the relief requested. Any claim that non-Sprint products or parties not accused of infringement in this case infringe or do not infringe the Patents-in-Suit is precluded. This agreement shall not preclude either party from offering evidence, testimony, or arguments relating to unaccused Sprint products, the Samsung/Verizon and CommScope settlement agreements and the products covered thereunder, Sprint's marking defense under 35 U.S.C. § 287, or non-infringing alternatives should the Court find it admissible.

The parties' discussions are ongoing, and additional agreement may be reached prior to the conference. The parties will notify the Court of any further agreements reached as promptly as possible.

Dated: March 4, 2021

Respectfully submitted,

/s/ Alexander W. Aiken

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CERTIFICATE OF SERVICE

I hereby certify that on March 4, 2021 a copy of the foregoing document was filed electronically in compliance with Local Rule CV-5(a). Therefore, this document was served on all counsel who are deemed to have consented to electronic service by email.

/s/ Alexander W. Aiken

Alexander W. Aiken